

## **03-R-1388**

### **A SUBSTITUTE RESOLUTION**

#### **BY TRANSPORTATION COMMITTEE**

**A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND DOLLAR SYSTEMS, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta and Dollar Systems, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

**WHEREAS**, a new agreement with Dollar Systems, Inc. is required and will link Dollar Systems, Inc. with the future CONRAC agreement; and

**WHEREAS**, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

**WHEREAS**, the Department of Aviation recommends that the City enters into a new agreement with Dollar Systems, Inc. for a term of five (5) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
2. This agreement includes a service facility on Car Rental Row containing approximately 979 sq. ft. of counter space located in the Main Terminal of the airport.
3. Dollar Systems, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue and counter space rental of \$32.50 per square foot per year.
4. The Minimum Annual Guarantee (MAG) will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental. The proposed MAG for the first year will be \$1,232,260.
5. Dollar Systems, Inc. will have the privilege of soliciting car rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

6. Dollar Systems, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
7. Dollar Systems, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Dollar Systems, Inc. patrons to and from the Airport. Shuttle buses used in transporting Dollar Systems, Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

**BE IT FURTHER RESOLVED** that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Dollar Systems, Inc..